

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Jesse L. Hinton,	:	
-vs-	:	
Peoples Gas Light and Coke Company,	:	06-0554
	:	
Complaint as to inaccurate billing	:	
in Chicago, Illinois	:	

ORDER

By the Commission:

On August 15, 2006, Jesse Hinton filed a Complaint with the Commission contesting the propriety of a gas bill issued by Peoples Gas Light and Coke Company ("Peoples" or "PGL") in the amount of \$994.53 for gas service to 1157 East 82nd Street, Apt 2F, in Chicago, Illinois.¹

Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, this matter came on for trial before a duly authorized Administrative Law Judge (an "ALJ") of the Commission at its offices in Chicago, Illinois, on October 19, 2006. Mr. Hinton testified on behalf of himself. Ms. Zenetra Weatherall, a PGL Billing Specialist, testified on behalf of Peoples. At the conclusion of that hearing, the record was marked "Heard and Taken." A proposed order issued on November 21, 2006. Neither party filed a brief on exceptions.

The Evidence Presented at Trial

Mr. Hinton purchased the premises in question, which had four apartments, on October 13, 2004. (Tr. 34, Complainant Ex. D). Each apartment had a separate furnace and its own gas meter. (Tr. 34). When he bought the building, Mr. Hinton did not inspect the gas meters. (Tr. 30). At that time, the meters were in good working order. (Respondent's Ex. 2). The gas bill in question only concerns one apartment in that building, apartment 2F. (Complainant's Ex. D).

At the time Mr. Hinton purchased the building, gas service had been turned off to apartment 2F. (Tr. 40). Services had been cut off at the street. (Tr. 41, 64-65). However, gas was used afterward. (Tr. 55).

¹ At trial, the parties stipulated that the correct amount in dispute was actually \$894.32, which reflects the amount of gas delivered to the premises from the date of Mr. Hinton's purchase through August of 2005. (Tr. 24-25).

Mr. Hinton inspected the building two times before he purchased it. The temperature in the building was cold when he inspected it. He testified that because it was cold, he believed that the gas was turned off. (Tr. 30-31). He stated that he did not inspect the furnaces and other gas appliances to see if they were in good working order. (Tr. 33). He also did not ask PGL to conduct a safety inspection of the gas appliances in the building. (Tr. 56).

On April 7, 2005, a tenant phoned PGL and applied for service to the apartment in question. Because there was occupant use of gas before that time, PGL billed Mr. Hinton, the owner of the building, for the gas that was used after it had been turned off, from October 13, 2004, to August 7, 2005.² (Tr. 42, 44). The bill issued to Mr. Hinton at his home address. (Respondent's Ex. 5).

Ms. Weatherall testified that she has been a billing specialist at PGL for seven years. (Tr. 38). Her review of PGL records indicated that Rashida Burkes previously resided at the apartment in question. (Tr. 39). Service was disconnected to that unit for non-payment on June 12, 2003, at the Buffalo box, at the street. (Tr. 39, 65). A meter reading was taken at that time. (Tr. 43). During the period of time from June 12, 2003 until August of 2005, gas was used at this apartment without PGL's consent. (Tr. 45-6).

Mr. Hinton testified that he never contacted PGL and requested service. (Tr. 12). Because he never requested gas service to the apartment in question, Mr. Hinton was of the opinion that he should not be responsible for gas provided to that apartment. (Tr. 23, 32). He also stated that he assumed an abandoned parcel of real property. PGL did not have any policy regarding abandoned property. He concluded that therefore, there was no PGL protocol for him to follow with regard to the purchase he made of abandoned real estate. (Tr. 17-18).

Analysis and Conclusions

Commission regulations provide that when there has been tampering with wires, pipes, meters or other service equipment, and the customer has enjoyed the benefit of such tampering, the utility bears the burden of proving, by a preponderance of the evidence, that a customer's equipment has been tampered with. (83 Ill. Adm. Code 280.100(c)(2)). That utility also has the burden to prove that the customer benefited from the tampering and that the utility's bill is reasonable. (*Id.*). Peoples Gas met this burden and Mr. Hinton did not present persuasive evidence contradicting that presented by Peoples Gas.

Mr. Hinton argues that he should not have to pay for gas that was used without PGL's consent at a building, for which, he was legally responsible. Specifically, he contends that PGL should have investigated and determined who the owner was and billed him for the gas that was used without PGL's permission. (Tr. 58-59). He also

² This amount was corrected at trial to reflect only the gas that was used from the date of Mr. Hinton's purchase of the premises through August of 2005. (Tr. 24-25).

contends that since he never asked for gas to be turned on, he is not responsible for the gas used at the building he owned. (Tr. 12).

Mr. Hinton's first argument is without merit. PGL provides gas service to customers within the city limits of the third largest city in the United States, Chicago, Illinois. It would be difficult, if not impossible, for PGL to track down every owner of real estate when its personnel detected use of gas, but, did not know who the owner was. Mr. Hinton also offers no law that imposes such a requirement.

As for the second argument, Mr. Hinton ignores the fact that he enjoyed the benefit of the use of gas to the apartment in question. Irrespective of whether he requested gas service, gas was used at a building for which he was responsible, as he was the owner of that building. It was his responsibility to know whether gas was flowing into a building he owned.

Finally, Mr. Hinton's testimony that he did not know the gas was on when he bought the building is not persuasive. Mr. Hinton inspected the premises on two occasions. He knew whether it had running water and he knew that each unit had its own furnace. (Tr. 34-35). He knew that the hot water heaters did not work. (Tr. 35). It is incredible that he would not ascertain whether the furnaces worked, or, whether gas was flowing into them, when he bought the building. Also, the fact that the temperature in the building was cold when he inspected it, in and of itself, would not necessarily lead a person to conclude that it had no gas.

In conclusion, it is not disputed that Mr. Hinton owned the premises from October of 2004 until April of 2005. It is also not disputed that gas was used at the premises during that time period, despite the fact that it had been turned off from the "Buffalo box" at the street. It is also not disputed that the amount PGL seeks only reflects gas used at the premises when Mr. Hinton owned it. Mr. Hinton is responsible for the gas bill in question.

Findings and Ordering Paragraphs

The Commission, having considered the entire record and being fully advised in the premises, is of the opinion and finds that:

- (1) Peoples Gas Light and Coke Company is a "public utility" as is defined in the Public Utilities Act;
- (2) the Commission has subject-matter jurisdiction and jurisdiction over the parties;
- (3) the recitals of fact and conclusions of law in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact and conclusions of law;

- (4) the Complaint filed by Jessie Hinton on August 15, 2006 should be dismissed, with prejudice.

IT IS THEREFORE ORDERED that the Complaint filed by Jesse Hinton on August 15, 2006, is dismissed, with prejudice.

IT IS FURTHER ORDERED that subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Admin. Code Section 200.880, this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this 10th day of January, 2007.

(SIGNED) CHARLES E. BOX

Chairman